

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Vacate Conservation Easement for Richard L. and Susan D. Hanas

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Cynthia Sweet

EXT: 7443

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the conservation easement situated on Lot 10, as shown on the plat of Mikler Road Estates, as recorded in Plat Book 48, Pages 29 and 30, and sheetflow drainage and conservation easement recorded in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, Public Records of Seminole County, Florida; further described as located on the east side of Mikler Road, approximately $\frac{3}{4}$ mile south of Red Bug Lake Road, in Section 30, Township 21 South, Range 31 East; subject to dedication of a 25-foot wide average upland buffer along the southerly side of the wetlands line, prior to recording the Resolution, as requested by Richard L. and Susan D. Hanas, applicant.

2. Deny the request to vacate and abandon a portion of the conservation easement situated on Lot 10, as shown on the plat of Mikler Road Estates, as recorded in Plat Book 48, Pages 29 and 30, and sheetflow drainage and conservation easement recorded in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, Public Records of Seminole County, Florida; further described as located on the east side of Mikler Road, approximately $\frac{3}{4}$ mile south of Red Bug Lake Road, in Section 30, Township 21 South, Range 31 East; as requested by Richard L. and Susan D. Hanas, applicant.

3. Continue the public hearing until a time and date certain.

District 1 Bob Dallari

Cynthia Sweet

BACKGROUND:

The applicant, Richard L. and Susan D. Hanas, is requesting to vacate and abandon a portion of the conservation easement situated on Lot 10, as shown on the plat of Mikler Road Estates, as recorded in Plat Book 48, Pages 29 and 30, and recorded as a Sheetflow Drainage and Conservation Easement in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, Public Records of Seminole County, Florida; further described as located on the east side of Mikler Road, approximately $\frac{3}{4}$ mile south of Red Bug Lake Road, in Section 30, Township 21 South, Range 31 East; in Section 30, Township 21 South, Range 31 East.

The applicant is requesting to vacate the described portion of the drainage and conservation easement and to reserve a 25-foot wide average upland buffer along the southerly side of the wetlands line. The vacation and abandonment of a portion of the drainage and conservation easement is needed to accommodate construction of a new single family residence and accessory structures and is necessary to prevent the proposed residence from encroaching into the dedicated conservation easement and to prevent a potential “cloud of title”. On

February 13, 2001, the Board adopted Resolution 2001-R-33 that allows the vacation and abandonment of a conservation easement if the following applies:

1. Easements obtained for stormwater or drainage retention purposes which were erroneously denominated as conservation easements;
2. Properties encumbered by a conservation easement through inadvertence, mistake, or scrivener's error.

The applicant has provided a letter from the professional land surveyor, with the surveyor's seal, that created the plat of Mikler Road Estates stating the conservation easement as shown on the plat and previously recorded prior to the recording of the plat was erroneous (Letter attached as Exhibit F). Staff has no objections to the vacation and abandonment of the described portion of the drainage and conservation easement since no evidence was found validating the conservation easement accuracy at the time of its recording. Pursuant to Florida Statutes Section 704.06 (4), this conservation easement may be released.

STAFF RECOMMENDATION:

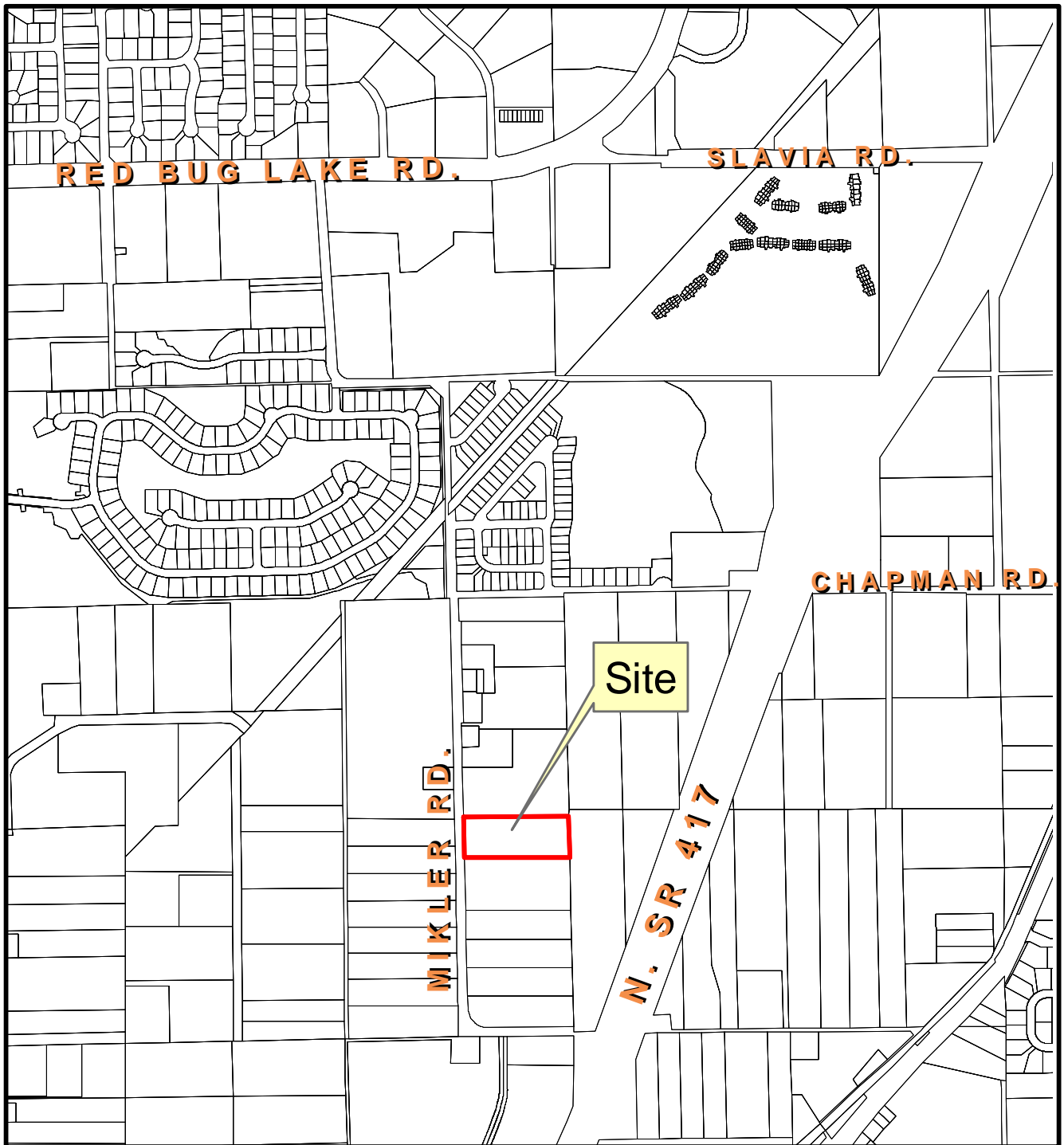
Staff recommends the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the conservation easement situated on Lot 10, as shown on the plat of Mikler Road Estates, as recorded in Plat Book 48, Pages 29 and 30, and sheetflow drainage and conservation easement recorded in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, Public Records of Seminole County, Florida; further described as located on the east side of Mikler Road, approximately $\frac{3}{4}$ mile south of Red Bug Lake Road, in Section 30, Township 21 South, Range 31 East; subject to dedication of a 25-foot wide average upland buffer along the southerly side of the wetlands line, prior to recording the Resolution, as requested by Richard L. and Susan D. Hanas, applicant.

ATTACHMENTS:

1. Location Map
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch of Description
6. Reduced Copy of Plat
7. Recorded Copy of Amended Conservation Easement
8. Recorded Conservation Easements
9. Surveyor's Signed & Sealed Letter of Facts

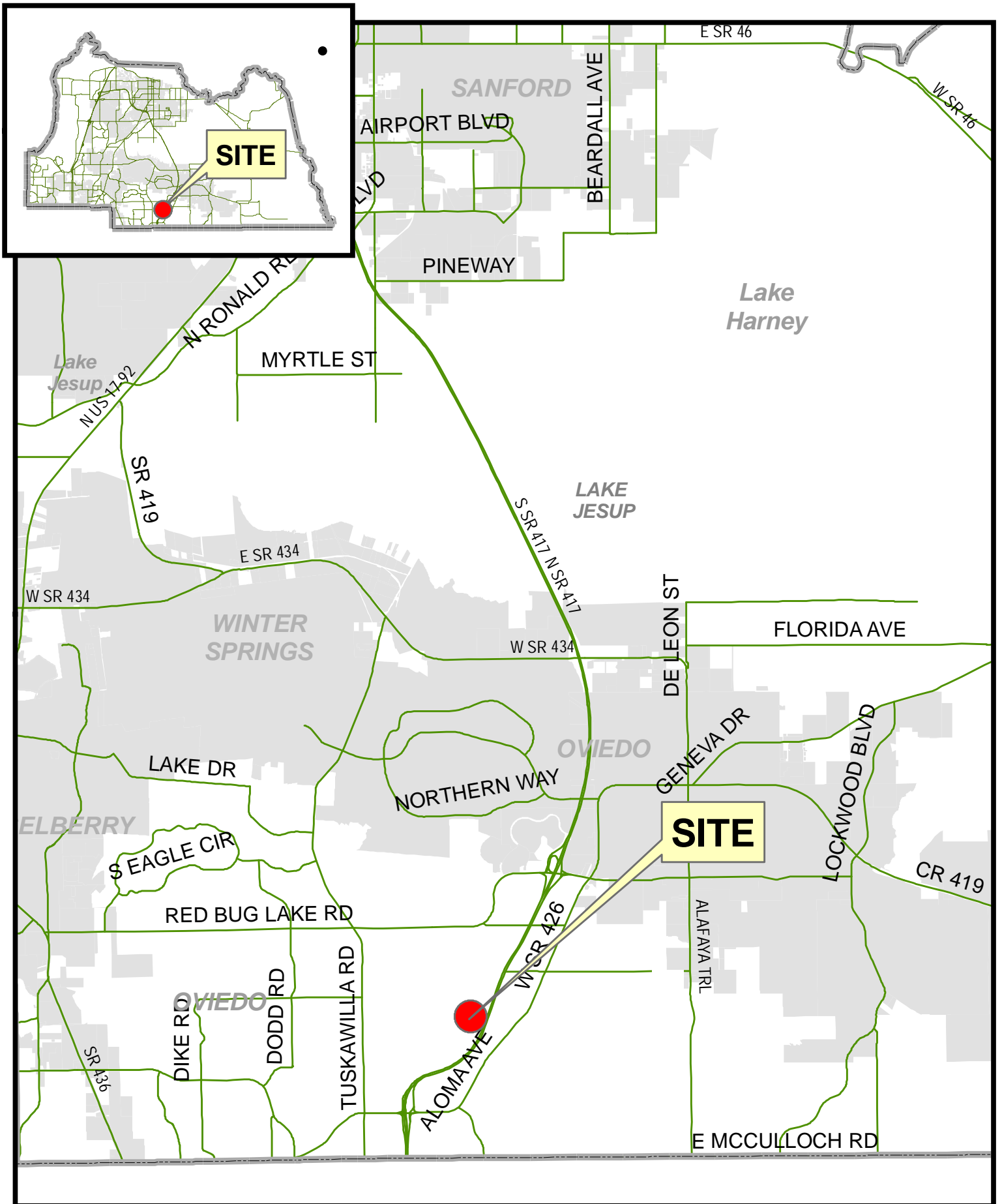
Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)



Richard & Susan Hanas
Vacate







filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd **/**/06

Richard & Susan Hanas Vacate

EXHIBIT A2



Richard & Susan Hanas
Vacate

-  Parcel
-  Subject Property



January 2006 Color Aerials

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 11TH DAY OF DECEMBER A.D., 2007.

**RESOLUTION TO VACATE AND ABANDON A
PORTION OF A CONSERVATION EASEMENT**

Whereas, pursuant to Resolution 2001-R-33 and Florida Statutes Section 704.06, a Petition was presented on behalf of

RICHARD L. & SUSAN D. HANAS

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described portion of a conservation easement to-wit:

As described on the Sketch of Description attached as Schedule 1

Subject to:

Dedication of a 25-foot wide average upland buffer along the southerly side of the wetlands line, prior to recording the Resolution

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the release of the conservation easement does not adversely affect the interest of the public and that it is in the best interest of the County and the public; and

Whereas, the remainder of the conservation easement recorded on the plat of Mikler Road Estates, as shown on Lot 10, in Plat Book 48, Pages 29 and 30, Public Records of Seminole County, Florida and recorded in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, shall remain intact less the vacated portion described herein,

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described portion of a conservation easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 11th day of December A.D., 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA
BY:**

**MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA**

**BRENDA CAREY
CHAIRMAN**

SKETCH FOR DESCRIPTION
ABANDONMENT OF CONSERVATION EASEMENT
SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

SCHEDULE "1"

LEGAL DESCRIPTION:

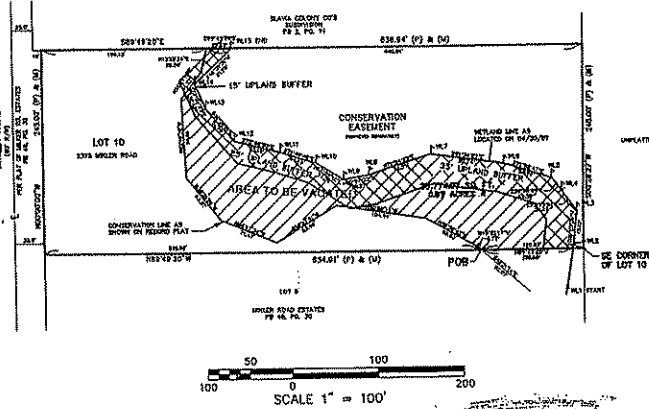
BEGAN AT A POINT on the South line of Lot 10 of MIKLER ROAD ESTATES, as recorded in Plat Book 48 on Page 30 of the Public Records of Seminole County, Florida, said point being 128.83 feet Westwly of the Southeast corner of said Lot 10, run thence S. 40° 21' 14" W. 6.72 feet, run thence N. 55° 35' 43" W. 88.93 feet, run thence N. 60° 59' 14" W. 104.44 feet, run thence S. 58° 23' 51" W. 83.48 feet, run thence N. 69° 47' 34" W. 71.47 feet, run thence N. 35° 33' 13" E. 41.33 feet, run thence N. 13° 25' 24" E. 20.58 feet to the North line of said Lot 10, run thence S. 89° 49' 20" E. along said North line, 20.89 feet, run thence S. 40° 30' 01" E. 61.70 feet, run thence S. 78° 42' 03" E. 58.10 feet, run thence S. 71° 40' 48" E. 44.43 feet, run thence S. 37° 39' 12" E. 37.39 feet, run thence N. 80° 07' 33" E. 30.37 feet, run thence N. 71° 14' 33" E. 78.59 feet, run thence S. 81° 34' 27" E. 85.74 feet, run thence S. 71° 52' 47" E. 59.88 feet, run thence S. 38° 09' 20" E. 19.89 feet, run thence S. 35° 35' 04" E. 30.45 feet, run thence S. 08° 25' 38" W. 43.13 feet to said South line of said Lot 10, run thence N. 89° 49' 20" W. along said South line, 108.89 feet to the POINT OF BEGINNING, SUBJECT to the Upland Buffer as indicated.

NOTES:

- 1). CERTIFICATION IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION, AND THAT IT IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.
- 2). NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND:

- C CENTERLINE
- CM CONCRETE MONUMENT
- FND FOUND
- ID IDENTIFICATION
- IP IRON PIPE
- IPC IRON PIPE AND CAP
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- M MEASURED
- NO. NUMBER
- P PLAT
- PD PLAT BOOK
- PG PAGE
- PGB POINT OF BEGINNING
- PRM PERMANENT REFERENCE MONUMENT
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- R/W RIGHT OF WAY
- SET SET IRON ROD & CAP ORY LB021
- SO. FT. SQUARE FEET
- WLL WETLAND FLAG (NUMBERS)



100 0 100 200
 SCALE 1" = 100'

FOR DESCRIPTIVE PURPOSES ONLY. THIS IS NOT A SURVEY.

CERTIFIED TO: RICHARD L. HANAS SUSAN DUDA HANAS OREGON, FL 32765 (407) 388-1895	SKETCH FOR DESCRIPTION SEC. 30 TWP. 21 S. R. 31 E.	REVISIONS NO. DATE BY 1 11/11/11 JFY		George F. Young, Inc. LICENSED SURVEYOR NO. 11111 LAND SURVEYING • PLANNING • ENGINEERING EROSION CONTROL • DRAINAGE • FLOOD DAMAGE EASEMENTS • SET BACKS • ETC. RESPONSIBLE OFFICE: 1111 N. Pine Ave., Suite 111, Ocala, FL 34761 PHONE: (352) 237-1111 FAX: (352) 237-1111 E-MAIL: gfy@gyi.com	FLORIDA SURVEYOR AND MAPPER SEAL RICHARD L. HANAS 11111
		SEC. 30 TWP. 21 S. R. 31 E.			

MIKLER ROAD ESTATES

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plot for the uses and purposes therein expressed and dedicate the Road, Utilities, and Drainage Easements shown hereon to the perpetual use of the Public IN WITNESS WHEREOF, the undersigned sets their hand and seals on...

Joseph Duda
THE WERA COMPANY LUTHER DUDA, SEC.
JOSEPH DUDA, PRESIDENT
WITNESS

STATE OF FLORIDA... COUNTY OF GRAY
THIS IS TO CERTIFY, That on Aug 25, 1994 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared,

JOSEPH DUDA, PRESIDENT
to me known to be the person described herein and who executed the foregoing dedication and severally acknowledged the execution thereof to be their... free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Blaine D. Lavender
NOTARY PUBLIC # 22,765-7
My Commission Expires, 3/1/94

Blaine D. Lavender *Malcolm A. Lavender*
ELAINE D. LAVENDER WITNESS
MALCOLM A. LAVENDER WITNESS

STATE OF FLORIDA... COUNTY OF SEMINOLE
THIS IS TO CERTIFY, That on Aug 25, 1994 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared,

ELAINE D. LAVENDER and MALCOLM A. LAVENDER
to me known to be the person described herein and who executed the foregoing dedication and severally acknowledged the execution thereof to be their... free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Blaine D. Lavender
NOTARY PUBLIC
My Commission Expires, 3/1/94

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being a registered Land Surveyor, do hereby certify that on... he completed... of the lands as shown in the foregoing plat or plot; that said plot is a correct representation of the lands therein described and that the same has been placed as shown thereon in accordance with the Florida Statutes; and that the same is in the County of Seminole, Florida.

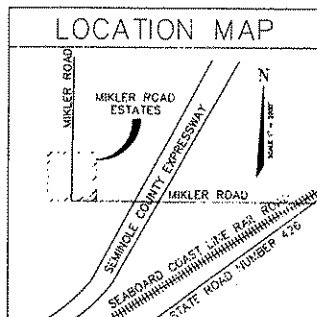
Phillip E. Hampton
PHILLIP E. HAMPTON, PLS
DATED 8/25/94 AT SEMINOLE FLORIDA
STATION NO. 3744

MIKLER ROAD ESTATES

SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

DESCRIPTION:

Lot 78 of the SLAVIA COLONY CO.S SUBDIVISION, as recorded in Plat Book 2 on Page 71 of the Public Records of Seminole County, Florida, LESS the Right of way for MIKLER ROAD, as recorded in Plat Book 6 on Page 14 of the Public Records of Seminole County, Florida, ALSO LESS that part of the South 490.00 feet of the North 650.00 feet of said Lot 78, lying West of said MIKLER ROAD, ALSO LESS that part of the South 166.66 feet of the North 1130.00 feet of said Lot 78, lying West of said MIKLER ROAD. Containing 29.60 acres more or less.



JOINDER BY MORTGAGEE

Joinder by SunBank, as owner and holder of that certain Sunline Equity Mortgage dated Feb. 26, 1992 and recorded March 3, 1992 in Official Records Book 2395, Page 2073, Public Records of Seminole County, Florida.

Gary C. Parker
Gary C. Parker, DATE 8/22/94
Vice President

Tracy D. Chapman
Tracy D. Chapman, DATE 8/22/94
WITNESS

STATE OF FLORIDA
COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on 8/22/94 before me, an officer duly authorized to take oaths and acknowledgments in the State and County aforesaid, personally appeared

Gary C. Parker
Gary C. Parker,
Vice President

to me known to be the person described herein and who executed the foregoing JOINDER and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

M. Natalie Randall
NOTARY PUBLIC Natalie Randall
My Commission Expires...

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on OCT. 25, 1994 the foregoing plat was approved by the Board of Commissioners of Seminole County, Florida.

Chairman *CLERK*
CHAIRMAN CLERK

CERTIFICATE OF PLANNING AND ZONING

EXAMINED AND APPROVED by the Seminole County Planning and Zoning Commission.

Chairman *DATE*
CHAIRMAN DATE

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on Dec. 1, 1994 at File No. 8-14

Phillip E. Hampton
COUNTY COMPTROLLER
in and for Seminole County, Florida

BY D.C.

NOTICE:
THERE MAY BE ADDITIONAL RESTRICTIONS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY THAT MIGHT AFFECT THIS PLAT.

PHILLIP E. HAMPTON, PLS
"CONSULTING LAND SURVEYING SERVICES"
293 CRYSTAL CIRCLE, P.O. Box 32, OVIEDO, FLORIDA 32765
PHONE (407) 365-6081 FAX (407) 365-6916

MIKLER ROAD ESTATES

SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST

SEMINOLE COUNTY, FLORIDA

PLAT BOOK 48 PAGE 30

SHEET TWO OF TWO SHEETS

CONSERVATION EASEMENT
(CONVEYED SEPARATELY)

LOT 77

N.89°49'20"W.

1366.61'

LOT 76

NORTHWEST CORNER OF LOT 78.

669.67'
LOT 1
2.46 ACRES
671.56'
N.89°49'20"W.

196.13' 636.94' 440.81'
CONSERVATION EASEMENT
(CONVEYED SEPARATELY)
LOT 10
3.58 ACRES
510.66' 634.91'
N.89°49'20"W.

NOT INCLUDED

LOT 9
4.81 ACRES

20' DRAINAGE EASEMENT
N.89°49'20"W.

20' DRAINAGE EASEMENT
LOT 8
2.55 ACRES

LOT 7
2.55 ACRES

LOT 6
2.56 ACRES

LOT 5
2.68 ACRES

ADDITIONAL RIGHT OF WAY DEDICATED
TO SEMINOLE COUNTY BY THIS PLAT.

MIKLER ROAD

LOT 4
3.05 ACRES

685.29'

N.90°00'00"W.

LOT 79 SLAVIA COLONY CO'S SUBDIVISION

1371.29'

1320.99'

UNPLATTED

N.00°28'27"E.

UNPLATTED

UNPLATTED

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LEGEND:

- ✕ = FOUND BROKEN MONUMENT SET AS SECTION CORNER
- = FOUND CONCRETE MONUMENT WITH NO IDENTIFICATION CAP.
- = 4" X 4" CONCRETE MONUMENTS SET AS PERMANENT REFERENCE MONUMENTS WITH CAP NUMBER 3744.

SOUTHWEST CORNER OF LOT 78.

EAST 1/4 SECTION CORNER
OF SEC. 30, T21S, R31E AND
SOUTHEAST CORNER OF LOT 78.

PHILLIP E. HAMPTON, PLS

"CONSULTING LAND SURVEYING SERVICES"

293 CRYSTAL CIRCLE P.O. Box 32, OVIDO, FLORIDA 32765

PHONE (407) 385-8981 FAX (407) 386-8916

NOTE:

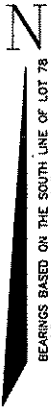
THERE MAY BE ADDITIONAL RESTRICTIONS RECORDED
IN THE PUBLIC RECORDS OF SEMINOLE COUNTY THAT
MIGHT AFFECT THIS PLAT.

NOTE:

A CONSERVATION EASEMENT IS RECORDED BY
SEPARATE INSTRUMENT IN ORB PAGES
THROUGH



SCALE 1" = 100'



BEARINGS BASED ON THE SOUTH LINE OF LOT 78
AS BEING ASSUMED DUE WEST.

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

RECORDED & VERIFIED

1998 MAR 27 PM 2:59

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
STANLEY A. GRAVENMIER, ESQUIRE
Dean Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

Documentary Tax Pd. \$
Intangible Tax Pd. \$
Maryanne Morse, Clerk Seminole
County By: *[Signature]* D.C.

THIS AMENDED AND RESTATED SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT IS BEING EXECUTED AND RECORDED IN THE PUBLIC RECORDS SOLELY FOR THE PURPOSE OF REMEDYING THE FAILURE OF THAT CERTAIN SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2853, PAGE 986 AND OFFICIAL RECORDS BOOK 2899, PAGE 1300, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA TO CONTAIN THE APPROPRIATE LEGAL DESCRIPTION FOR THE EASEMENT PARCEL ATTACHED AS EXHIBIT "A" THERETO. ATTACHED TO EXHIBIT "A" TO THIS AMENDED AND RESTATED SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT IS THE LEGAL DESCRIPTION WHICH WAS INTENDED BY THE PARTIES TO ORIGINALLY HAVE BEEN ATTACHED TO THE ABOVE-DESCRIBED ORIGINAL EASEMENT. ALL OF THE OWNERS OF THE PROPERTY UNDERLYING SAID EASEMENT HAVE JOINED IN THE EXECUTION AND DELIVERY OF THIS INSTRUMENT. THE SCRIVENER OF THIS INSTRUMENT HAS PURPOSEFULLY AVOIDED ALTERING THE CONTENTS OF THE ORIGINALLY RECORDED DOCUMENT, WHEREVER POSSIBLE, INCLUDING TYPOGRAPHICAL AND GRAMMATICAL ERRORS.

AMENDED AND RESTATED SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT

THIS AMENDED AND RESTATED GRANT OF EASEMENT is made as of the 15th day of February, 1994, by and between THE VIERA COMPANY, a Florida Corporation, whose address is 7380 Murrell Road, Suite 201, Melbourne, Florida 32940, ELAINE D. LAVENDER, joined by MALCOLM A. LAVENDER, her husband, whose address is 2275 Mikler Road, Oviedo, Florida 32765, MARK A. KINDER and AMY DUDA KINDER, husband and wife, whose address is 2461 Mikler Road, Oviedo, Florida 32765, KEITH R. BUCKLEY and LAURI D. BUCKLEY, husband and wife whose address is 2425 Mikler Road, Oviedo, Florida 32765, FERDINAND S. DUDA and EMILY F. DUDA, husband and wife, whose address is 1233 Litard Knot Creek Trail, Oviedo, Florida 32765, and ELIZABETH MIKLER DUDA, whose address is 2360 Mikler Road, Oviedo, Florida 32765 hereinafter collectively referred to as "GRANTORS", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 hereinafter referred to as "GRANTEE".

W I T N E S S E T H

WHEREAS, GRANTORS are the owners in fee simple of certain real property hereinafter described, situated in the County of Seminole, State of Florida; and

RETURN TO SANDY WALL
SLS

OFFICIAL RECORDS
BOOK
SEMINOLE CO. FL
1189

WHEREAS, the property has scenic, natural, and aesthetic value in its present state as a natural area which has not been subject to development or exploitation; and

WHEREAS, the GRANTORS are willing to grant a conservation easement over the property, thereby restricting and limiting the use of land and contiguous water areas of the property on the terms and conditions and for the purposes hereinafter set forth, and the GRANTEE is willing to accept such easement; and

WHEREAS, the GRANTORS and the GRANTEE recognize the scenic, natural, natural drainage and aesthetic values of the property in its present natural state, and have, by the conveyance of a Sheetflow Drainage and Conservation Easement to the GRANTEE, the common purpose of conserving the natural values of the property, preserving the natural character and drainage functions of the property, and preventing the use of development of the property for any purpose or in any manner which would conflict with the maintenance of the property in its scenic, natural, and wooded condition.

NOW, THEREFORE, pursuant to the provisions of Section 704.06, Florida Statutes (1993), and other applicable law and in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00) to the GRANTORS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, GRANTORS hereby grant and convey unto the GRANTEE and its successors and assigns forever and in perpetuity an interest and conservation easement and an easement for natural sheetflow drainage water purposes all of the nature and character and to the extent hereinafter set forth, in respect to the lands of the GRANTORS situated in the County of Seminole, State of Florida, more particularly described as follows:

See Exhibit "A" said property being referred to as the "Easement Property".

TO HAVE AND TO HOLD said easement unto said GRANTEE and its successors and assigns forever.

THE TERMS, conditions, and restrictions of the easement rights granted herein are as hereinafter set forth:

1. The uses set forth in Section 704.06, Florida Statutes (1993), are hereby prohibited upon the Easement Property.
2. The GRANTEE shall have the right, but not the obligation, to clear and keep clear all non-native vegetation and other obstructions that may interfere with the easement rights granted herein.

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BOOK PAGE

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SEMINOLE CO. FL

3. The GRANTEE shall have the right to the continued flow of natural sheetflow drainage on, over, upon, across and through the Easement Property.

4. The GRANTORS shall not build, construct, or create or permit others to build, construct, or create any buildings or other structures on the Easement Property, except as authorized in 6, below.

5. The GRANTORS shall not fill or regrade or permit others to fill or regrade the Easement Property.

6. The GRANTORS shall have all rights of a fee owner not inconsistent with the terms and conditions of this instrument. The right of the GRANTORS to utilize the Easement Property for permitted drainage purposes and, in connection therewith, to construct, reconstruct, repair and maintain any permitted drainage structures, equipment or improvements shall not be deemed to be inconsistent with the rights of the GRANTEE as set forth herein, provided, however, that any drainage uses by the GRANTORS shall be subject, in all respects, to the laws, rules and regulations of any and all government bodies or agencies having jurisdiction over the drainage activities.

7. The GRANTORS shall maintain the right to periodically enter upon the Easement Property in order to remove trash, litter and other waste and debris that may be located on the Easement Property and to otherwise take all such actions as are necessary to maintain the Easement Property and preserve the physical appearance and integrity of the Easement Property.

IN THE EVENT a violation of these terms, conditions, or restrictions is found to exist the GRANTEE, or its successors or assigns may, after a thirty (30) day notice to the GRANTORS, or their personal representatives, heirs, successors, or assigns, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the Easement Property to its prior condition, or for damages for breach of covenant.

THE GRANTEE, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions, and purposes of this conservation easement by a prior failure to act.

THE GRANTEE, or its successors or assigns, reserves the right to enter the Easement Property at all reasonable times for the purpose of inspecting the Easement Property to determine if the GRANTORS, or their personal representatives, heirs, successors, or assigns, are complying with the terms, conditions, restrictions, and purposes of this easement.

THE GRANTORS agree that the terms, conditions, restrictions, and purposes of this easement will be inserted by

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BOOK
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SEMINOLE CO. FL

them in any subsequent deed, or other legal instrument, by which they divest themselves of either the fee simple title to or of their possessory interest in the subject Easement Property.

SHOULD ANY SUBORDINATION to the interests herein granted and conveyed to the GRANTEE required by this instrument not occur, all development approvals to which the grant and conveyance relates shall be void and of no further effect and, that end, the subordination of interests herein granted and conveyed shall be a condition precedent to the approval of the GRANTEE and GRANTEE shall not be deemed to have waived its right to any required subordination by issuing development approvals or permits subsequent to the GRANTORS failure to obtain the said subordinations.

THE GRANTEE hereby represents to the GRANTORS that it currently operates under a self-insurance program within the statutory limits of the waiver of sovereign immunity and that the GRANTEE has not waived its sovereign immunity. To the extent permitted by law and subject to all sovereign immunity limits of liability as set forth in Section 768.28, Florida Statutes (1993), the GRANTEE agrees to indemnify the GRANTORS for any negligent acts of the GRANTEE in exercising its rights under this instrument.

TO HAVE AND TO HOLD said conservation easement unto said GRANTEE, its successors and assigns forever. Together with all common law covenants of title, this grant and conveyance includes the covenant of further assurances. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon the GRANTORS but also their agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Easement Property.

IN WITNESS WHEREOF, the GRANTORS and GRANTEE have hereunto set their hands and seal in the day and year above written.

WITNESSES
Sarah B. Dougherty
Print Name: Sarah B. Dougherty

Brenda Steed
Print Name: Brenda Steed

Mary Cina
Print Name: Mary Cina

Sarah B. Dougherty
Print Name: Sarah B. Dougherty

THE VIERA COMPANY

By: Charles L. Ashley
Charles L. Ashley
Vice-President

ATTEST:

By: Calvin J. Kingston
Calvin J. Kingston
Secretary

(CORPORATE SEAL)

OFFICIAL RECORD
BOOK
3391
0192
SEMINOLE CO. FL

WITNESSES:

Mary Cina
Print Name: Mary Cina

Sarah B. Dougherty
Print Name: Sarah B. Dougherty

Barbara Williams
Print Name: Barbara Williams

Barbara Carllus
Print Name: BARBARA CARLLUS

Brenda Steed
Print Name: Brenda Steed

Mary Cina
Print Name: Mary Cina

Brenda Steed
Print Name: Brenda Steed

Mary Cina
Print Name: Mary Cina

Sarah B. Dougherty
Print Name: SARAH B. DOUGHERTY

Brenda Steed
Print Name: Brenda Steed

Brenda Steed
Print Name: Brenda Steed

Mary Cina
Print Name: Mary Cina

Elaine D. Lavender
ELAINE D. LAVENDER

Malcolm A. Lavender
MALCOLM A. LAVENDER

ADDRESS: 2275 Mikler Road
Oviedo, FL 32765

Mark A. Kinder
MARK A. KINDER

Amy Duda Kinder
AMY DUDA KINDER

ADDRESS: 2461 Mikler Road
Oviedo, FL 32765

Kath Buckley
KATH P. BUCKLEY

Laura B. Buckley
LAURA B. BUCKLEY

ADDRESS: 2425 Mikler Road
Oviedo, FL 32765

OFFICIAL RECORDS
BOOK
9391 0493
SEMINOLE CO. FL

COPIED

Brenda Steed
Print Name: Brenda Steed

Sarah B. Dougherty
Print Name: Sarah B. Dougherty

Harry CINA
Print Name: HARRY CINA

Brenda Steed
Print Name: Brenda Steed

Tracy Duda Chapman
Print Name: Tracy Duda Chapman

Brenda Steed
Print Name: Brenda Steed

Ferdinand S. Duda
FERDINAND S. DUDA

Emily F. Duda
EMILY F. DUDA

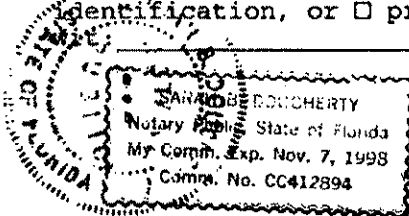
ADDRESS: 1233 Litard Knot
Creek Trail
Oviedo, FL 32765

Elizabeth Mikler Duda
ELIZABETH MIKLER DUDA

ADDRESS: 2360 Mikler Road
Oviedo, FL 32765

STATE OF FLORIDA
COUNTY OF SEMINOLE

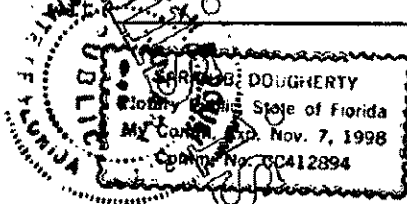
The foregoing instrument was acknowledged before me this 9th day of January, 1998, by Charles L. Ashley, as Vice President of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to



Sarah B. Dougherty
Print Name: Sarah B. Dougherty
Notary Public, State of Florida
Commission No.: CC412894
My Commission Expires: 11/7/98

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 13th day of January, 1996, by Calvin J. Livingston, as Secretary of THE VIERA COMPANY a Florida corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to

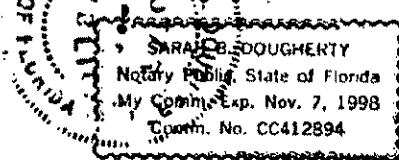


Sarah B. Dougherty
Print Name: Sarah B. Dougherty
Notary Public, State of Florida
Commission No.: CC412894
My Commission Expires: 11/7/98

OFFICIAL RECORDS
BOOK 3296
PAGE 0495
SEMINOLE CO. FL

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 13th day of January, 1996, by ELAINE D. LAVENDER. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit:



Sarah B. Dougherty
Print Name: Sarah B. Dougherty
Notary Public, State of Florida
Commission No.: CC412894
My Commission Expires: 11/7/98

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 7 day of January, 1996, by MALCOLM A. LAVENDER. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit:



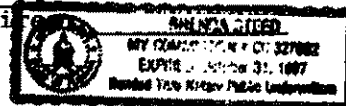
☒ PERSONALLY KNOWN BY ME
☐ PRODUCED I.D.

April Marie Williams
Print Name: April Marie Williams
Notary Public, State of Florida
Commission No.: CC 88116
My Commission Expires: May 1, 2000

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 21st day of November, 1996, by MARK A. KINDER. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, or ☐ produced other identification, to wit: _____

Brenda Steed
Print Name: Brenda Steed
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

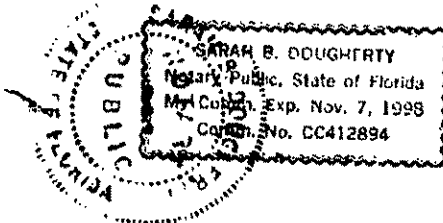
The foregoing instrument was acknowledged before me this 21st day of November, 1996, by AMY DUDA KINDER. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, or ☐ produced other identification, to wit: _____

Brenda Steed
Print Name: Brenda Steed
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

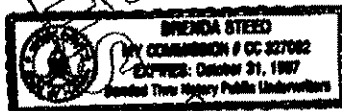
The foregoing instrument was acknowledged before me this 18th day of December, 1996, by KEITH P. BUCKLEY. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, or ☐ produced other identification, to wit: _____



Sarah B. Dougherty
Print Name: SARAH B. DOUGHERTY
Notary Public, State of Florida
Commission No. CC 412894
My Commission Expires: 11/7/98

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 16th day of December, 1996, by LAURI D. BUCKLEY. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____

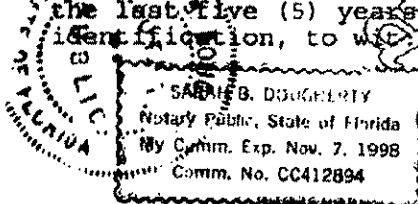


Brenda Steed
Print Name: Brenda Steed
Notary Public, State of Florida
Commission No.: CC 327052
My Commission Expires: 10-31-97

OFFICIAL RECORDS
BOOK
3996 0497
SEMINOLE CO. FL

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

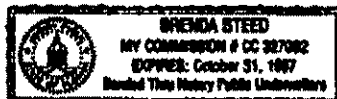
The foregoing instrument was acknowledged before me this 9th day of January, 1996, by FERDINAND S. DUDA. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____



Sarah B. Dougherty
Print Name: Sarah B. Dougherty
Notary Public, State of Florida
Commission No.: CC412894
My Commission Expires: 11/7/98

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 16th day of December, 1996, by EMILY F. DUDA. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____




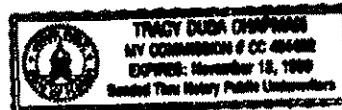
Brenda Steed
Print Name: Brenda Steed
Notary Public, State of Florida
Commission No.: CC 327052
My Commission Expires: 10-31-97

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 29th day of January, 1997, by ELIZABETH MIKLER DUDA. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____

OFFICIAL RECORDS
BOOK 3394 0498
SEMINOLE CO. FL


Print Name: Tracy Duda Chapman
Notary Public, State of Florida
Commission No.: 444462
My Commission Expires: 11/13/99



This is not a certified copy

EXHIBIT Aa

OFFICIAL RECORDS
BOOK 2994
0499
SEMINOLE CO. FL

CONSERVATION EASEMENT

FROM the Southeast Corner of Lot 78 of SLAVIA COLONY CO.S SUBDIVISION, as recorded in Plot Book 2 on Page 71 of the Public Records of Seminole County, Florida, run N.00°28'27"E., along the East line of said Lot 78, 25.00 feet to the Northerly right of way line of MIKLER ROAD, as recorded in Plot Book 6 on Page 14 of the Public Records of Seminole County, Florida, said point being the POINT OF BEGINNING, run thence N.90°W. (West) along said Northerly right of way line, 213.62 feet, thence leaving said right of way line run N.34°07'58"W. 54.18 feet, thence N.03°15'00"E. 34.77 feet, thence N.21°18'17"W. 41.98 feet, thence N.10°33'43"E. 112.09 feet, thence N.35°49'04"E. 48.05 feet, thence N.44°01'04"E. 86.61 feet, thence N.06°08'33"W. 83.40 feet, thence N.14°32'48"W. 88.82 feet, thence N.04°54'02"E. 59.92 feet, thence N.33°23'35"E. 48.45 feet, thence N.32°03'40"E. 122.37 feet, thence N.54°22'37"E. 63.57 feet, thence N.22°54'43"E. 67.70 feet, thence N.04°11'16"E. 65.36 feet, thence N.10°57'43"W. 71.49 feet, thence N.33°32'06"W. 75.88 feet, thence N.48°21'14"W. 82.07 feet, thence N.59°36'43"W. 68.93 feet, thence N.80°58'14"W. 104.44 feet, thence S.58°23'51"W. 83.46 feet, thence N.66°47'34"W. 71.47 feet, thence N.38°35'56"W. 63.87 feet, thence N.02°49'39"W. 94.66 feet, thence N.35°37'13"E. 41.33 feet, thence N.13°25'24"E. 28.95 feet to the North line of said Lot 78, run thence S.89°49'20"E., along said North line, 440.81 feet to the Northeast Corner of said Lot 78, run thence S.00°28'27"W. along the East line of said Lot 78, 1295.99 feet to the POINT OF BEGINNING. AND, BEGIN at the Northwest Corner of said Lot 78 and run S.89°49'20"E., along said North line of Lot 78, 75.00 feet, run thence S.25°41'58"W. 177.30 feet to the West line of said Lot 78, run thence N.00°40'32"E., along said West line, 160.00 feet to the POINT OF BEGINNING.

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

Witnesses:

Sylvia L. Smith
SYLVIA L. SMITH

Helen M. McGovern
HELEN M. MCGOVERN

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

James H. Hoot
County Attorney

Planning and Development Dept.
Development Review Division

Gil Backenstoss, Jr.
Gil Backenstoss, Jr.
Development Review Manager

Date: March 3, 1998

Within authority delegated by
The County Manager pursuant to
Resolution No. 97-R-66 adopted
March 11, 1997 and further
delegated by Memorandum dated
March 27, 1997, Re: Streamlining
of Development Related Agenda
Items on April 2, 1997.

OFFICIAL RECORD
BOOK
7396 0500
SEMINOLE CO. FL

Q:\dr\dras01\stream

certified copy

JOINDER BY MORTGAGEE

The undersigned, as the owner and holder of that certain Mortgage dated January 16, 1996 and recorded January 23, 1996 in Official Records Book 3021, Page 0986, Public Records of Seminole County, Florida (hereinafter referred to as the "Mortgage") hereby subordinates the lien of the Mortgage to the easement rights granted pursuant to this Amended and Restated Sheetflow Drainage and Conservation Easement.

WITNESSES Signed, Sealed and delivered in the presence of:

The Citizens Bank of Oviedo

Teresa Woods
Print Name: Teresa Woods

By: Terry W. Vargo
Name: TERRY W. VARGO
Title: VICE PRESIDENT

Carolyn Miller
Print Name: Carolyn Miller

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 6th day of February, 1997, by Terry W. Vargo, as Vice President of The Citizens Bank of Oviedo, a Florida corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____



FRANCINE STUCKY
MY COMMISSION # CC302411 EXPIRES
July 18, 1997
BONDED THROUGH FARM INSURANCE INC

Francine Stucky
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

JOINDER BY MORTGAGEE

The undersigned, as the owner and holder of that certain Mortgage dated November 29, 1995 and recorded December 1, 1995 in Official Records Book 2999, Page 1784, Public Records of Seminole County, Florida (hereinafter referred to as the "Mortgage") hereby subordinates the lien of the Mortgage to the easement rights granted pursuant to this Amended and Restated Sheetflow Drainage and Conservation Easement.

WITNESSES, Signed, Sealed and delivered in the presence of:

Nancy Reynolds
Print Name: Nancy Reynolds
Janice Sorrentino
Print Name: Janice Sorrentino

Gary C. Parker
By: SunTrust Bank Central FL NA
Name: Gary C. Parker
Title: First Vice President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 27 day of March, 1997, by Gary C. Parker, as First Vice President of SunTrust Bank Central FL NA, a Florida corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____

Mrs. Natalie Randall
Print Name: Mrs. Natalie Randall
Notary Public, State of Florida
Commission No.: 431907
My Commission Expires: _____

MRS NATALIE RANDALL
My Commission CC431907
Expires Feb. 22, 1999
Bonded by ANB
800-888-0875

JOINDER BY MORTGAGEE

The undersigned, as the owner and holder of that certain Mortgage dated February 26, 1992 and recorded March 3, 1992 in Official Records Book 2395, Page 2023, Public Records of Seminole County, Florida (hereinafter referred to as the "Mortgage") hereby subordinates the lien of the Mortgage to the easement rights granted pursuant to this Amended and Restated Sheetflow Drainage and Conservation Easement.

WITNESSES Signed, Sealed and delivered in the presence of:

Nancy Reynolds
Print Name: Nancy Reynolds
Janice Sorrentino
Print Name: Janice Sorrentino

Gary C. Parker
By: SunTrust Bank Central FL NA
Name: Gary C. Parker
Title: First Vice President

OFFICIAL RECORDS
BOOK
1994
SEMINOLE CO. FL
0503

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 27 day of March, 1997, by Gary C. Parker, as First Vice President of SunTrust Bank Central FL NA, a Florida corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____

Mrs. Natalie Randall
Print Name: Mrs. Natalie Randall
Notary Public, State of Florida
Commission No.: 431907
My Commission Expires: _____


MRS NATALIE RANDALL
My Commission 00431907
Expires Feb. 22, 1999
Bonded by ANB
800-892-9578

OFFICIAL RECORDS
BOOK PAGE

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

2899 1300

647457

94 DEC -1 AM 9:43

**SEMINOLE COUNTY, FL
SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT**

THIS GRANT OF EASEMENT is made this 15th day of February, 1994, by and between THE VESPA COMPANY, a Florida Corporation, whose address is 7380 Murrell Road, Suite 201, Melbourne, Florida 32940, and ELAINE D. LAVENDER, joined by MALCOLM A. LAVENDER, her husband, whose address is 2275 Mikler Road, Oviedo, Florida 32765, hereinafter collectively referred to as "GRANTORS," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771 hereinafter referred to as "GRANTEE."

WITNESSETH:

WHEREAS, GRANTORS are the owners in fee simple of certain real property hereinafter described, situated in the County of Seminole, State of Florida; and

WHEREAS, the property has scenic, natural, and aesthetic value in its present state as a natural area which has not been subject to development or exploitation; and

WHEREAS, the GRANTORS are willing to grant a conservation easement over the property, thereby restricting and limiting the use of land and contiguous water areas of the property, on the terms and conditions and for the purposes hereinafter set forth, and the GRANTEE is willing to accept such easement; and

WHEREAS, the GRANTORS and GRANTEE recognize the scenic, natural, natural drainage and aesthetic values of the property in its present natural state, and have, by the conveyance of a Sheetflow Drainage and Conservation Easement to the GRANTEE, the common purpose of conserving the natural values of the property, preserving the natural character and drainage functions of the property, and preventing the use or development of the property for any purpose or in any manner which would conflict with the maintenance of the property in its scenic, natural, and wooded condition,

NOW, THEREFORE, pursuant to the provisions of Section 704.06, Florida Statutes (1993), and other applicable law and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) to the GRANTORS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, GRANTORS hereby grant and convey unto the GRANTEE and its successors and assigns forever and in perpetuity an interest and conservation easement and an easement for natural sheetflow drainage water

THIS DOCUMENT PREPARED BY:
ADDRESS:

LORRINE H. ORDOF
DEPUTY COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771

Documentary Tax Pd. \$

Intangible Tax Pd.

Maryanne Morse, Clerk Seminole

County Clerk D.C.

BK209PG1111

RETURN TO SANDY WALL

OFFICIAL RECORDS
BOOK PAGE

2853 0986

MARYANNE MORSE
CLERK OF CIRCUIT COURT

689227

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

95 APR -1 AM 9:15

ORB 2853
098614

purposes all of the nature and character and to the extent hereinafter set forth, in respect to the lands of the GRANTORS situated in the County of Seminole, State of Florida, more particularly described as follows:

See Exhibit "A" said property being referred to as the "Easement Property."

TO HAVE AND TO HOLD said easement unto said GRANTEE and successors, and assigns forever.

THE TERMS, conditions, and restrictions of the easement rights granted herein are as hereinafter set forth:

1. The uses set forth in Section 704.06, Florida Statutes (1993), are hereby prohibited upon the Easement Property.
2. The GRANTEE shall have the right, but not the obligation, to clear and keep clear all non-native vegetation and other obstructions that may interfere with the easement rights granted herein.
3. The GRANTEE shall have the right to the continued flow of natural sheetflow drainage on, over, upon, across and through the Easement Property.
4. The GRANTORS shall not build, construct, or create or permit others to build, construct, or create any buildings or other structures on the Easement Property, except as authorized in 6, below.
5. The GRANTORS shall not fill or regrade or permit others to fill or regrade the Easement Property.
6. The GRANTORS shall have all rights of a fee owner not inconsistent with the terms and conditions of this instrument. The right of the GRANTORS to utilize the Easement Property for permitted drainage purposes and, in connection therewith, to construct, reconstruct, repair and maintain any permitted drainage structures, equipment or improvements shall not be deemed to be inconsistent with the rights of the GRANTEE as set forth herein, provided, however, that any drainage uses by the GRANTORS shall be subject, in all respects, to the laws, rules and regulations of any and all government bodies or agencies having jurisdiction over the drainage activities.
7. The GRANTORS shall maintain the right to periodically enter upon the Easement Property in order to remove trash, litter and other waste and debris that may be located on the Easement Property and to otherwise take all such actions as are necessary to maintain the Easement Property and preserve the physical appearance and integrity of the Easement Property.

2899 1301
SEMINOLE COUNTY
OFFICIAL RECORDS
BOOK PAGE

IN THE EVENT a violation of these terms, conditions, or restrictions is found to exist the GRANTEE, or its successors or assigns, may after a thirty (30) day notice to the GRANTORS, or their personal representatives, heirs, successors, or assigns, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the Easement Property to its prior condition, or for damages for breach of covenant.

THE GRANTEE, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions, and purposes of this conservation easement by a prior failure to act.

THE GRANTEE, or its successors or assigns, reserves the right to enter the Easement Property at all reasonable times for the purpose of inspecting the Easement Property to determine if the GRANTORS, or their personal representatives, heirs, successors, or assigns, are complying with the terms, conditions, restrictions, and purposes of this easement.

THE GRANTORS agree that the terms, conditions, restrictions, and purposes of this easement will be inserted by them in any subsequent deed, or other legal instrument, by which they divest themselves of either the fee simple title to or of their possessory interest in the subject Easement Property.

SHOULD ANY SUBORDINATION to the interests herein granted and conveyed to the GRANTEE required by this instrument not occur, all development approvals to which the grant and conveyance relates shall be void and of no further effect and, to that end, the subordination of interests herein granted and conveyed shall be a condition precedent to the approval of the GRANTEE and the GRANTEE shall not be deemed to have waived its right to any required subordination by issuing development approvals or permits subsequent to the GRANTORS failure to obtain the said subordinations.

THE GRANTEE hereby represents to the GRANTORS that it currently operates under a self-insurance program within the statutory limits of the waiver of sovereign immunity and that the GRANTEE has not waived its sovereign immunity. To the extent permitted by law and subject to all sovereign immunity limits of liability as set forth in Section 768.28, Florida Statutes (1993), the GRANTEE agrees to indemnify the GRANTORS for any negligent acts of the GRANTEE in exercising its rights under this instrument.

TO HAVE AND TO HOLD said conservation easement unto said GRANTEE, its successors and assigns forever. Together with all common law covenants of title, this grant and conveyance includes the covenant of further assurances. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as

BOOK
2853 0987
SEMINOLE CO. FL.

aforesaid shall not only be binding upon the GRANTORS but also their agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Easement Property.

IN WITNESS WHEREOF, the GRANTORS and GRANTEE have hereunto set their hands and seal in the day and year above written.

ATTEST:

THE VIERA COMPANY

By: Charles L. Ashley
Charles L. Ashley, Vice President

Date: February 14, 1994

SEMINOLE CO. FL.

2853

0988

OFFICIAL RECORDS
BOOK PAGE

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 14th day of February, 1994, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles L. Ashley and Luther J. Duda, as Vice (President) and (Secretary), respectively, of THE VIERA COMPANY, a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced proper identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

SARAH B. DOUGHERTY
Notary Public, State of Florida
My Comm. expires Nov. 7, 1994
Comm. No. CC062021

Sarah B. Dougherty
Print Name Sarah B. Dougherty
Notary Public in and for the County
and State Aforementioned
My commission expires: 11/7/94

WITNESSES:

Tracy L. Duda
SIGNATURE

Tracy L. Duda
PRINT NAME

Sarah B. Dougherty
SIGNATURE

Sarah B. Dougherty
PRINT NAME

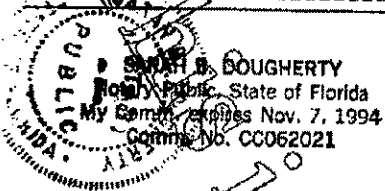
Elaine D. Lavender
ELAINE D. LAVENDER

Malcolm A. Lavender
MALCOLM A. LAVENDER

ADDRESS: 3275 Mikler Road
Oviedo, Florida 32765

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 15th day of February, 1994, by ELAINE D. LAVENDER and MALCOLM A. LAVENDER, who are personally known to me or who have produced --- as identification.



Sarah B. Dougherty
Print Name Sarah B. Dougherty
Notary Public in and for the County
and State Aforementioned
My commission expires: 11/7/94

OFFICIAL RECORDS
BOOK PAGE
2853 0989
SEMINOLE CO. FL.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their _____,
19____, regular meeting.

County Attorney

LNG/gg
02/07/93
Attachment
"Exhibit A" - Easement Property description
F:\USERS\WATVIERA\CO.BMT

JOINDER BY MORTGAGEE

The undersigned, as the owner and holder of that certain Sunline Equity Mortgage dated February 26, 1992 and recorded March 3, 1992 in Official Records Book 2395, Page 2023, Public Records of Seminole County, Florida (hereinafter referred to as the "Mortgage") hereby subordinates the lien of the Mortgage to the easement rights granted pursuant to this Conservation Easement.

WITNESSES: Signed, Sealed and delivered in the presence of:

Lisa Johannes
Signature

LISA JOHANNES
Print Name

Sarah B. Dougherty
Signature

SARAH B. DOUGHERTY
Print Name

STATE OF FLORIDA)
COUNTY OF SEMINOLE) ss

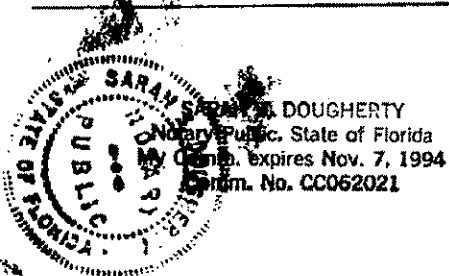
SUN BANK, NATIONAL ASSOCIATION

By: GARY C. PARKER
Name: GARY C. PARKER
Title: VICE PRESIDENT

OFFICIAL RECORDS
BOOK 2853 PAGE 0990
SEMINOLE CO. FL.



The foregoing instrument was acknowledge before me this 11TH day of FEBRUARY, 1994, by GARY C. PARKER, as of SUN BANK, NATIONAL ASSOCIATION, on behalf of the corporation. Said person did not take an oath and (check one) (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: IS PERSONALLY KNOWN TO ME.



SARAH B. DOUGHERTY
Print Name

Sarah B. Dougherty
Notary Public in and for the County and State Aforementioned

My commission expires: 11/7/94

Phillip E. Hampton, PLS
"Consulting Land Surveying Services"
293 Crystal Circle, Oviedo, Florida 32765
Phone 407-365-5921

October 10, 2007

STATEMENT OF FACT.

When I surveyed and made the record plat for "MIKLER ROAD ESTATES" in Seminole County, Florida, the Planning Department wanted me to show a "Conservation Easement" for the area of the lots that was "considered" wetlands. I ask if I needed to enlist an Environmentalist to determine the location of the line and they instructed me to "just go out and locate the edge of the tree canopy along the rear of the lots". I did so and showed it on the record plat as an easement line for the "Conservation Easement". I knew at the time that I was doing it that I was not an Environmentalist and the line that I was showing on the plat would have no scientific basis. In my opinion the line shown on the plat is erroneous and has no basis for its location. Following the current location of the new wetlands line on the property it is very evident that the line as shown on the plat is nowhere close to where it should have been and would not be a burden on the Wetlands.

I hereby certify this statement to be true to the best of my knowledge and belief.


Phillip E. Hampton, PSM

Registered Professional Surveyor and Mapper Number 3744

State of Florida

